

Sweet, R.



UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MATTHEW WRIGHT,

Plaintiff, JUDGMENT

-against-

16 Civ. 1397 (RWS)

CITY OF NEW YORK, POLICE OFFICER ELISHA DUNCAN, POLICE OFFICER JOHN RUDDEN, SERGEANT TERESA SADLIER, POLICE OFFICER BRIAN O'KEEFE, POLICE OFFICER DANIEL CASTRO, and JOHN/JANE DOE # 1 - 5,

Defendants.

USDC SDNY
DOCUMENT
ELECTRONICALLY FILED
DOC #: 71717
DATE FILED: 7/7/17

WHEREAS Defendant City of New York served Plaintiff Matthew Wright on June 16, 2017, with an Offer of Judgment pursuant to Fed. R. Civ. P. Rule 68 dated June 16, 2017;

WHEREAS Plaintiff Matthew Wright accepted the Offer of Judgment with the filing of his Notice of Acceptance on June 16, 2017;

ORDERED and ADJUDGED that pursuant to the Offer of Judgment and Notice of Acceptance, judgment is hereby entered in favor of Plaintiff Matthew Wright against Defendant City of New York in the amount of Five Thousand and One Dollars (\$5,001.00);

ORDERED and ADJUDGED that pursuant to the Offer of Judgment and Notice of Acceptance, judgment is hereby entered in favor of Plaintiff Matthew Wright against Defendant City of New York under the following terms:

This judgment shall be in full satisfaction of all federal and state law claims or rights that plaintiff may have to damages, or any other form of relief, arising out of the alleged acts or omissions of defendants or any official, employee, or agent, either past or present, of the City of New York, or any agency thereof, in connection with the facts and circumstances that are the subject of this action.

This judgment is not to be construed as an admission of liability by defendants or any official, employee, or agent of the City of New York, or any agency thereof; nor is it an admission that plaintiff has suffered any damages.

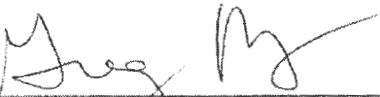
This judgment will act to release and discharge defendants; their successors or assigns; and all past and present officials, employees, representatives, and agents of the City of New York, or any agency thereof, from any and all claims that were or could have been alleged by plaintiff arising out of the facts and circumstances that are the subject of this action.

This judgment will operate to waive plaintiff's rights to any claim for interest on the amount of the judgment.

Plaintiff Matthew Wright agrees that payment of Five Thousand and One Dollars (\$5,001.00) within ninety (90) days of the date of acceptance of the offer shall be a reasonable time for such payment, unless plaintiff received medical treatment in connection with the underlying claims in this case for which Medicare has provided, or will provide, payment in full or in part. If Plaintiff Matthew Wright is a Medicare recipient who received medical treatment in connection with the claims in this case, the ninety (90) day period for payment shall start to run from the date plaintiff submits to counsel for defendants a final demand letter from Medicare.

Plaintiff Matthew Wright agrees to resolve any claim that Medicare may have for reimbursement of conditional payments it has made as secondary payer, and a Medicare Set-Aside Trust shall be created, if required by 42 U.S.C. § 1395y(b) and 42 C.F.R. §§ 411.22 through 411.26. Plaintiff Matthew Wright further agrees to hold harmless defendants and all past and present officials, employees, representatives and agents of the City of New York, or any agency thereof, regarding any past and/or future Medicare payments, presently known or unknown, made in connection with this matter.

Dated: New York, New York
June 30, 2017

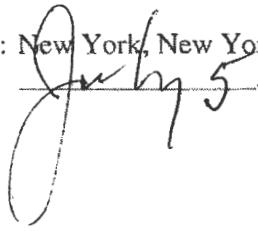


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Dated: New York, New York
July 5, 2017



HON. ROBERT W. SWEET
UNITED STATES DISTRICT JUDGE
SOUTHERN DISTRICT OF NEW YORK

